

**PURCHASE AND SALE AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the INHABITANTS OF THE TOWN OF HARPSWELL, a municipal corporation existing under the laws of Maine and located in Cumberland County and State of Maine ("SELLER"), and \_\_\_\_\_, a resident of the Town of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_ ("Buyer").

WHEREAS, SELLER owns certain real property within the Town of Harpswell, which property is more particularly described in Exhibit A attached hereto and incorporated herein (the "PREMISES"): and

WHEREAS, SELLER and BUYER wish to enter into a Purchase and Sale Agreement whereby BUYER may purchase the property owned by SELLER;

NOW, THEREFORE, the parties hereto agree as follows:

1. Purchase Price. SELLER agrees to convey whatever right, title and interest it may have in the PREMISES by quitclaim deed without covenant to BUYER, his, her or its heirs, personal representatives, successors or assigns, for the price of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "PURCHASE PRICE"); provided, however, that

- (a) this Agreement shall only be valid if the Treasurer for SELLER receives a copy of this Agreement, executed by BUYER, his, her or its heirs, personal representatives, successors or assigns, on or by \_\_\_\_\_, 2017, which date is seven (7) days after \_\_\_\_\_, 2017, the date on which SELLER mailed this Agreement to BUYER (the "DATE OF MAILING"); and
- (b) this conveyance and SELLER'S delivery of a quitclaim deed without covenant to the PREMISES to BUYER, his, her or its heirs, personal representatives, successors or assigns, are contingent upon BUYER, his, her or its heirs, personal representatives, successors or assigns, tendering to SELLER the PURCHASE PRICE at a closing to be held within fourteen (14) days from the DATE OF THE MAILING.

2. Closing Date. The closing hereunder shall be held at such time and place as is mutually agreed by the parties, but in no event shall the closing occur any later than fourteen (14) days from the DATE OF THE MAILING. Unless otherwise agreed, the closing shall take place at the offices of SELLER. It is mutually agreed that time is of the essence.

3. Costs and Expenses. BUYER shall be responsible for the cost of any survey done on his/her/its behalf and any expenses related to recording of the Deed. SELLER shall be responsible for the cost of preparation of the Deed.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed on the date above stated.

**SELLER**  
**INHABITANTS OF THE**  
**TOWN OF HARPSWELL**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Chairman, Board of Selectmen

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Selectman

**BUYER**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
By:  
Its: